

Exhibit B

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MORTGAGE, LLC

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CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
SANTA ANA

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA — SOUTHERN DIVISION

NATIONSTAR MORTGAGE, LLC, a limited liability company,

SACV13 - 01114 RNB

Case No.

COMPLAINT FOR DECLARATORY RELIEF

Plaintiff,

VS.

**TRUMAN CAPITAL ADVISORS, LP,
a limited partnership**

Defendant.

Classification of Mammals - IUCN Categories follow:

Jurisdiction and Venue

¹ This is an action for declaratory relief under 28 U.S.C. §§ 2201, 2202.

23 This Court has jurisdiction over this case under 28 U.S.C. § 1332(a). This suit is
24 between citizens of different states. The amount in controversy exceeds \$75,000,
25 exclusive of costs and interest.

26 2. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(1). The
27 defendant “resides” in this judicial district, as “reside” is defined in 28 U.S.C.
28 § 1391(c).

11951.0000/2807813.1

Complaint for Declaratory Relief

1 **Parties**

2 3. Nationstar is a Delaware limited liability company that is authorized to
3 do business in the state of California. Nationstar's members are Nationstar Sub1
4 LLC and Nationstar Sub2 LLC. Nationstar Sub1 LLC and Nationstar Sub2 LLC are
5 limited liability companies that are wholly owned by Nationstar Mortgage Holdings,
6 Inc., a Delaware corporation, with its principal place of business in Lewisville,
7 Texas. Accordingly, Nationstar is a citizen of Delaware and Texas.

8 4. Defendant Truman Capital Advisors LP ("TCA") is a Delaware limited
9 partnership. TCA agreed that certain Reserve Auction Terms and Conditions (the
10 "Auction Terms") would govern any claims arising out of the facts alleged in this
11 complaint and that suit would be proper in any state or federal court located in
12 Orange County. A true copy of the Auction Terms is attached as Exhibit A. On
13 information and belief, TCA is not a citizen of the state of Delaware or Texas, but
14 instead of the state of New York. According to the "Uniform Application for
15 Investment Adviser Registration" that TCA submitted to the U.S. Securities and
16 Exchange Commission, TCA is a limited partnership with two partners. Its two
17 partners are Trucap Advisors, LLC and Savannah Capital, LLC. Trucap Advisors,
18 LLC and Savannah Capital, LLC are owned by Mitchell D. Samberg. Mr. Samberg
19 resides in and is a citizen of the state of New York. TCA is therefore a New York
20 citizen for diversity purposes.

21 5. This case involves an actual controversy, within the Court's subject
22 matter jurisdiction. A judicial declaration is necessary regarding the rights, duties
23 and legal relations between Nationstar and TCA for the reasons stated below. The
24 declaratory relief Nationstar requests is authorized by 28 U.S.C. §§2201, 2202 and
25 Fed. R. Civ. P. 57.

26 **Facts**

27 6. Nationstar is a servicer of home loans. It services home loans on behalf
28 of the loans' owners or investors.

1 7. Nationstar engaged Auction.com to sell by reserve auction certain
2 home loans that Nationstar serviced subject to pooling and servicing agreements
3 (the “Loans”).

4 8. Auction.com published the Auction Terms, which govern the online
5 auctions of the Loans.

6 9. On information and belief, TCA registered with Auction.com as a
7 bidder to participate in the auction of the Loans. In so registering, TCA agreed to be
8 bound by the Auction Terms.

9 10. On information and belief, TCA bid through Auction.com to purchase
10 304 Loans for the price of \$94,045,115.

11 11. On information and belief, TCA later bid through Auction.com to
12 purchase an additional 234 Loans for the price of \$55,312,005.

13 12. The Auction Terms provide that “[n]o obligation to sell shall be
14 binding on Seller unless and until a written contract of sale or loan sale agreement is
15 signed and delivered by Seller. Seller reserves the right to rescind any oral
16 acceptance of a winning bid prior to the execution and delivery of an executed
17 contract of sale or loan sale agreement for any reason.”

18 13. Nationstar is the “Seller” under the Auction Terms.

19 14. Nationstar did not enter into or execute a written agreement with TCA
20 to sell any of the Loans TCA bid on through Auction.com.

21 15. Nationstar has exercised its right to rescind any acceptance of a
22 winning bid of the Loans that TCA bid on through Auction.com. Nationstar has
23 informed TCA that it has exercised such right.

24 16. TCA contends it was the winning bidder for 538 Loans it bid on
25 through Auction.com and that Nationstar is obliged to sell those Loans to it. TCA
26 contends Nationstar is not entitled to rescind the alleged sale of the Loans.

27 17. TCA has made demand upon Nationstar and stated it intends to sue
28 Nationstar for breach of contract and promissory estoppel arising out of its claim

1 that Nationstar is allegedly obligated to sell the Loans TCA bid upon. TCA further
 2 contends it is entitled to recover damages from Nationstar in excess of \$75,000.

3 18. The Auction Terms provide that “[n]either Seller nor Auctioneer will
 4 be liable for any damages or injury, including, but not limited to, those caused by
 5 any failure of performance, error, omission, interruption, defect, delay in operation
 6 of transmission, computer virus, or line failure. Neither Seller nor Auctioneer will
 7 be liable for any damages or injury, including, but not limited to, special or
 8 consequential damages that result from the use of or the inability to use, the website,
 9 the materials on the website, or the online bidding platform even if there is
 10 negligence or Auctioneer or an authorized Auctioneer representative has been
 11 advised of the possibility of such damages, or both. The above limitation or
 12 exclusion may not apply to you to the extent that applicable law may not allow the
 13 limitation or exclusion of liability for incidental or consequential damages. Seller’s,
 14 or Auctioneer’s total liability to you for all losses, damages, and causes of action (in
 15 contract, tort (including, without limitation, negligence) or otherwise) will not be
 16 greater than the amount you paid to access this site.”

17 19. TCA’s demand exceeds the amount TCA paid to access Auction.com’s
 18 website. Accordingly, assuming Nationstar were liable to TCA for breach of
 19 contract or promissory estoppel, which Nationstar denies, the amount owed could
 20 not be more than the amount TCA paid to access Auction.com’s website.

FIRST CLAIM FOR RELIEF

(DECLARATORY RELIEF)

23 20. Nationstar realleges and incorporates paragraphs 1-19 above.

24 21. An actual controversy has arisen and now exists between Nationstar
 25 and TCA as to their respective rights and duties with regard to TCA’s attempt to
 26 purchase certain Loans through Auction.com’s website.

27 22. Nationstar contends it never entered into or executed a written
 28 agreement to sell TCA any of the Loans and it is thus under no obligation to do so.

1 Nationstar further contends that it has rescinded any alleged winning bids for the
 2 Loans under the Auction Terms and, even if such alleged winning bids were not
 3 rescinded, TCA's damages under the Auction Terms could not exceed the amount
 4 TCA paid to register under the Auction.com website.

5 23. TCA disputes Nationstar's contentions and claims instead that
 6 Nationstar is obligated to sell some or all of the Loans TCA contends it submitted
 7 winning bids on through Auction.com. TCA further contends that Nationstar is
 8 liable for breach of contract and promissory estoppel as a result of its rescission of
 9 the alleged winning bids for the Loans, and that Nationstar is liable to TCA for an
 10 amount in excess of the amount TCA paid to register under the Auction.com
 11 website.

12 24. A judicial declaration is necessary and appropriate at this time in order
 13 that Nationstar and TCA may ascertain their respective rights and duties with
 14 respect to the controversy alleged in paragraphs 20-23 above.

15 WHEREFORE, Nationstar prays for judgment as follows:

16 1. For a declaratory judgment that TCA is not entitled to purchase any of
 17 the Loans and not entitled to recover for breach of contract or promissory estoppel
 18 against Nationstar arising out of the circumstances alleged in the complaint.

19 2. In the alternative, for a declaratory judgment that TCA is not entitled to
 20 recover any amount from Nationstar arising out of its attempt to purchase the Loans
 21 in excess of the amount TCA paid Auction.com to register for the website.

22 3. For an award of costs of suit.

23 4. For an award of such other and further relief as the Court may deem
 24 just and proper.

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1 DATED: July 25, 2013
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SEVERSON & WERSON
A Professional Corporation

3 By:
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5 Mark D. Lonergan

6 Attorneys for Plaintiff
7 NATIONSTAR MORTGAGE, LLC

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EXHIBIT A



RESERVE AUCTION TERMS AND CONDITIONS – POOL NOTES

ONLINE ONLY BIDDING

SUMMARY OF KEY TERMS:

INITIAL BIDDING DEPOSIT:	\$5,000 Minimum per Pool – Please see Auction Registration Page for specifics
BUYER'S PREMIUM:	Greater of (i) 5% of the Winning Bid Amount or (ii) \$10,000*
EARNEST MONEY DEPOSIT:	Greater of (i) 10% of the Total Purchase Price or (ii) \$20,000

The Auction will be conducted by Auction.com ("Auctioneer"). Auctioneer, as used in these Terms and Conditions, shall include but not be limited to, any and all of its agents, employees, representatives, officers and directors. These Terms and Conditions generally describe the Auction of a pool of notes secured by real properties (individually, a "Note" and collectively, the "Notes") owned by one or more selling entities ("Seller" herein shall include the selling entity and its parent company, subsidiaries, or affiliated companies). The Sellers of the Notes listed have instructed Auctioneer to auction the listed Notes on the Terms and Conditions set forth below. Terms and Conditions may vary among the Notes in each Auction, so please review the Terms and Conditions for each Note carefully. Prospective purchasers who register in accordance with the instructions below will be deemed "Bidders" during the Auction. Winning Bidders (each a "Winning Bidder") will be required to execute loan sale documentation in a form and with terms and provisions required by Seller (the "Loan Sale Agreement"), which Loan Sale Agreement will incorporate many of these Terms and Conditions. The Loan Sale Agreement is posted at www.auction.com and is not negotiable.

1. REGISTRATION

Registration is required in order to bid online during the Auction and there is no fee to register. In order to register for the Auction, please go to www.auction.com, click on the "Online Bidding" tab and follow the registration instructions. As part of the registration process, you will be required, on a per Note basis, to (i) have a credit card authorization issued or make a refundable deposit by wire transfer or cashiers check to a third party escrow holder for the Initial Bidding Deposit, the amount of which shall be set forth for each particular Note on the auction registration page for such Note and (ii) for private investors (e.g. non-institutional), show proof of readily available funds in the form of bank statements and/or investment account (stocks/bonds) statements (dated within sixty (60) days). Any questions regarding qualification shall be directed to Seller's loan sale advisor as other qualification conditions may be required by Seller. Following registration approval, private investor Bidders may be required to provide, upon request, additional proof of readily available funds and/or an additional Initial Bidding Deposit amount to bid or continue bidding. In the event bidding has begun, then Auctioneer may suspend, in its sole discretion, any further bidding by Bidder until additional proof of funds and/or an additional Initial Bidding Deposit amount is confirmed by Auctioneer. Please ensure you register as a bidder in the name of the person or the entity that will be the buyer in the event your bid is the winning bid. Only the name of the registered bidder who has received final registration approval will be permitted on the loan sale documentation. If you are registering to bid as anything other than a natural person, you will be required to provide the necessary legal documentation evidencing good standing as an entity, which documentation may include the Articles of Incorporation or Organization, a Certificate of Good Standing issued within forty-five (45) days, ByLaws, Resolutions, Operating Agreement, Partnership Agreement, Trust document or other legal documentation evidencing the legal existence of the bidder as may be requested by the Auctioneer. Please follow the instructions on the website carefully to make sure you obtain final registration approval, which approval confirmation will be sent by e-mail to you and will allow you to bid online during the Auction. We highly recommend registering well in advance of the Auction to enhance your chances of being notified of any changes that may take place prior to Auction day. Individuals from outside the United States may register to bid online.



RESERVE AUCTION TERMS AND CONDITIONS – POOL NOTES

ONLINE ONLY BIDDING

2. DUE DILIGENCE

Each Note will have due diligence documents available for viewing in a secure data vault at www.auction.com. A confidentiality agreement will be required to be acknowledged and agreed to prior to entering the data vault. All Bidders must fully complete their Note due diligence prior to bidding, including reviewing the information contained in the data vault. No Bidder shall enter onto the premises or into the property secured by the Note or contact any borrower or any occupants or tenants of the underlying property without the authorization of the Seller, however viewing the property without entering onto the premises is permissible.

3. ONLINE BIDDING AND BUYING

Reserve Auction. This is a reserve auction and all Notes have a reserve price ("Reserve Price"), meaning the Seller of each Note can accept or reject any bid and has also established an unpublished, minimum selling price. The starting bid is not the Reserve Price. In order to become the Winning Bidder for a Note, a Bidder must meet or exceed the Reserve Price and the bid must be accepted by the Seller (see "Subject to Confirmation" section below). Except where prohibited by law, during a live bidding event (online or otherwise) the Auctioneer may open bidding on any Note by placing a bid on behalf of the Seller and may further bid on behalf of the Seller, up to the amount of the Reserve Price, by placing successive or consecutive bids for a Note, or by placing bids in response to other bidders. If no bidders meet the Reserve Price, the Seller is under no obligation to sell the Note. The Seller may withdraw a Note at any time prior to the announcement of the completion of the sale by the Auctioneer. Auctioneer is not acting as an agent for any Bidder in any capacity, and is acting exclusively as the Seller's agent as an auctioneer.

Buyer's Premium and Total Purchase Price. The purchase price will include a buyer's premium equal to the greater of five percent (5%) of the winning bid amount or \$10,000 (*unless otherwise specified in the specific property listing or Loan Sale Agreement). Please check the Property details page at www.auction.com regarding Property specific terms. In the event the Seller is selling Notes that are in conjunction with a purchase option, then the buyer's premium may be paid separately from the purchase price by Buyer to Auctioneer, all as set forth in such Loan Sale Agreement. The total purchase price may also include escrow and reserve accounts (the "Total Purchase Price"), but does not include other amounts payable by the Buyer during closing, such as escrow/closing fees, etc. Please review the Loan Sale Agreement for specific details.

Bidding and Winning. The bidder authorization and log-in information given to you upon successfully registering to bid online shall be used by you during the Auction to bid on Notes. To purchase a particular Note at the Auction, one must be acknowledged by the Auctioneer as the Winning Bidder (the bidder to whom the Auctioneer acknowledges the Note as being "SOLD" to), and such Note is not identified as being sold "Subject to Confirmation" (see below). If you are the Winning Bidder, you will be contacted by phone by an Auctioneer representative at the phone number you provided during registration. Once contacted by an Auctioneer representative, the Winning Bidder will be sent, by e-mail, the Loan Sale Agreement and certain other documents for electronic signature, unless otherwise directed by Seller. The Loan Sale Agreement will contain the exact terms and conditions of the sale. As between Winning Bidder and Seller, the Loan Sale Agreement supersedes any and all other documents or information (including without limitation these Terms and Conditions) and serves as the governing document for the sale of each Note. After executing the Loan Sale Agreement electronically, which shall be executed within two (2) hours of Auctioneer's acknowledgment of the winning bid, Winning Bidder will be contacted by an escrow/closing agent or settlement attorney, who will provide them certain additional information pertaining to the closing process.

If a Winning Bidder cannot be reached within two (2) hours of Auctioneer's acknowledgment of the winning bid, or Winning Bidder fails to electronically execute the purchase documentation within two (2) hours of Auctioneer's acknowledgment of the winning bid, then Auctioneer or Seller can declare the Winning Bidder to be in default. In the event of such declaration, the Winning Bidder's bid shall be null and void and the Auctioneer and Seller shall have absolutely no further liability or obligation to that Bidder. IN ADDITION, SUCH WINNING BIDDER SHALL BE SUBJECT TO LIQUIDATED DAMAGES EQUAL TO TEN PERCENT (10%) OF THE PURCHASE PRICE AND AUCTIONEER AND SELLER



RESERVE AUCTION TERMS AND CONDITIONS – POOL NOTES

ONLINE ONLY BIDDING

RESERVE THE RIGHT TO SEEK ANY AND ALL OTHER REMEDIES, INCLUDING SPECIFIC PERFORMANCE. Additionally, Seller shall have the right to retain the Initial Bidding Deposit as part of the liquidated damages. Furthermore, Auctioneer and Seller reserve the right to immediately put the Note back up for sale.

In order to allow final bids to be properly input and processed, the Auctioneer may extend the close of bidding for any Note in certain time increments to allow for additional bids. Once an extension of time has elapsed with no additional, higher bids, then the bidding will be closed.

Subject to Confirmation. In the event the winning bid amount is not immediately accepted by the Seller, the Auctioneer will inform the Winning Bidder that acceptance of their winning bid is “subject to confirmation.” Winning Bidder acknowledges and agrees that Winning Bidder’s purchase is subject to, and contingent upon, the Seller approving the purchase, which shall be given or denied at their sole and absolute discretion within five (5) business days following the close of the Auction and execution of the Loan Sale Agreement by the Winning Bidder. For certain assets, different timeframes may apply, please review the www.auction.com website and the purchase documentation for further information. The Winning Bidder shall be required to provide loan level pricing upon the execution of the Loan Sale Agreement. Seller shall at its sole discretion be able to approve or reject the contract individually with respect to each loan. Winning Bidder will receive a refund of monies deposited in the event Seller chooses not to accept the bid.

Payment of Deposit and Remaining Balance. As the Earnest Money Deposit, Winning Bidder shall be required to pay an amount equal to the greater of (i) ten percent (10%) of the Total Purchase Price or (ii) \$20,000 on any Note purchase (unless otherwise specified in the loan sale documentation). The Earnest Money Deposit must be made no later than twenty-four (24) hours following the close of the auction (including Notes sold “subject to confirmation”). All monies will be immediately deposited with an escrow/closing agent or settlement attorney and shall be released to the Seller within twenty-four (24) hours following receipt by the escrow/closing agent of the deposit and the fully executed Loan Sale Agreement. The balance of the Total Purchase Price, along with all other costs and/or fees, must be paid as required in the Loan Sale Agreement.

If Winning Bidder fails to deliver the Earnest Money Deposit within twenty-four (24) hours following the close of the Auction, then Auctioneer or Seller can declare the Winning Bidder to be in default. IN SUCH EVENT, THE WINNING BIDDER SHALL BE SUBJECT TO LIQUIDATED DAMAGES EQUAL TO TEN PERCENT (10%) OF THE PURCHASE PRICE AND AUCTIONEER AND SELLER RESERVE THE RIGHT TO SEEK ANY AND ALL OTHER REMEDIES, INCLUDING SPECIFIC PERFORMANCE. Any further liability resulting from such default by Winning Bidder shall be controlled by the terms of the Loan Sale Agreement. Additionally, Seller shall have the right to retain the Initial Bidding Deposit as part of the liquidated damages.

Closing. All sales are expected to close with a national or regional escrow/closing firm within ten (10) business days of the close of the auction (fifteen (15) business days of the close of the auction for accepted “subject to confirmation” bids) or as set forth in the Loan Sale Agreement. Winning Bidders shall be required to pay all closing costs, including, but not limited to, escrow/closing fees, title fees and costs, recording fees, normal prorations, document preparation fees, and all documentary transfer taxes (or other taxes) as applicable and as set forth in the Loan Sale Agreement. Winning Bidders also may be required to pay additional fees and costs as provided in the Loan Sale Agreement.

Extensions. In certain cases, the Seller may grant an extension of the closing date, the terms and conditions of which are set forth in the Loan Sale Agreement. The Seller may require Buyer to pay a fee for such extension. This fee **WILL NOT** be credited towards the Total Purchase Price. All extension requests are evaluated by the Auctioneer and Seller on a case-by-case basis and may be granted or denied in their sole and absolute discretion.

Conveyance. Except as may be set forth in the Loan Sale Agreement, the Note will be assigned with a lender’s title policy ensuring the Note’s secured position, subject to standard title exclusions and exceptions and subject to the terms and conditions set forth in the Loan Sale Agreement. Bidder understands and agrees that neither Seller nor Auctioneer makes any representations or warranties regarding the status of real estate taxes, liens, utility charges or other monetary



RESERVE AUCTION TERMS AND CONDITIONS – POOL NOTES

ONLINE ONLY BIDDING

encumbrances affecting the property securing the Note. Bidder further understands and agrees and that it is the sole responsibility of Bidder to determine the status of real estate and personal property taxes, liens, utility charges or other monetary encumbrances that may be assessed against the property securing the Note, and neither Seller nor Auctioneer shall have any responsibility whatsoever with respect to payment of same.

4. PAYING FOR YOUR PURCHASE

No financing will be made available for the Auction. All purchases will be cash only. NO financing contingency shall be applicable to any Notes in the auction. Auctioneer does not provide lending or financial services.

5. FINDER'S FEE

A finder's fee, based on the winning bid amount, may be available on the Notes for which these Terms and Conditions are applicable and paid to individuals: (i) who have submitted a finder's fee registration form ("Finder's Fee Registration Form") (contact the loan sale advisor) at least twenty-four (24) hours prior to the start of the auction (the "Qualification Deadline"), (ii) whose client/Bidder successfully purchases a Note for which the finder's fee applies and the transaction closes, and (iii) who has satisfied all other requirements set forth herein. Please check the website for specific finder's fee amounts, if any, related to specific Notes. THERE WILL BE NO FINDER'S FEE REGISTRATION PERMITTED AFTER THE QUALIFICATION DEADLINE. THERE ARE NO EXCEPTIONS TO THE QUALIFICATION RULES. Please verify whether a finder's fee is applicable by checking the asset detail listing page.

To qualify for and earn a finder's fee, brokers/agents must:

1. Fully complete the Finder's Fee Registration Form, including the execution by your client/Bidder acknowledging your representation of such client/Bidder, and ensure that when your client/Bidder registers for the Auction, that they include your information as part of their registration;
2. Have a valid and active real estate broker or salesperson license and provide assistance to your client during the due diligence period;
3. Execute the loan sale documentation by electronic means, along with your client, within 24 hours of the client receiving the emailed documentation signing link. If you fail to sign the loan sale documentation within the time prescribed, you shall not be entitled to any finder's fee. Finder's fees will be earned and paid upon closing; and
4. Provide the Escrow/Closing Agent with an IRS Form W-9 or electronically complete an IRS Form W-9 in order to receive a finder's fee.
5. No finder's fee will be paid to a person or entity (a) acting as a principal in the purchase of any Note, (b) that is a director, employee, manager, or member of the client/bidder, or an affiliate of such client/bidder, or (c) is an immediate family member (defined as a spouse, parent, sibling, or child including in-law relationships) of such client/bidder.

6. GENERAL AUCTION INFORMATION

Sellers and Auctioneer reserve the right to deny any person the ability to bid and/or access to the online bidding platform for any reason. Seller and Auctioneer have the right to postpone or cancel the Auction, to withdraw any Note from the Auction and to change any terms of the Auction or particular conditions of sale upon announcement prior to or during the course of the Auction. In the event of a dispute among Bidders, the Auctioneer shall make the sole and final decision to either accept the final bid or to re-offer and resell the Note in dispute.



RESERVE AUCTION TERMS AND CONDITIONS – POOL NOTES

ONLINE ONLY BIDDING

The respective rights and obligations of the parties with respect to these Auction Terms and Conditions and the conduct of the Auction shall be governed by, interpreted and enforced under the laws of the state of California. By bidding in the Auction by the Internet, each Bidder shall be deemed to have irrevocably submitted to the courts of competent jurisdiction in Orange County, California (including the federal courts) in connection with any suit, proceeding or other legal process relating to the Auction and/or the offering or sale of any Note. Upon execution of the Loan Sale Agreement, all rights and remedies with respect to the Note covered by such Loan Sale Agreement shall be governed by such Loan Sale Agreement.

Offers made during the Auction are void where prohibited by law. Any information on any website, in any brochure, e-mail or postcard and any and all information available regarding the Notes shall not constitute an offer to sell or a solicitation of any offer to buy any of the Notes referenced herein. In addition, and without limitation of the foregoing, any website or brochure shall not constitute an offer to sell or a solicitation of any offer to buy nor shall there be any sales of any of the Notes in any state in which such offer, solicitation, or sale would be unlawful prior to the registration or qualification under the applicable securities laws of that state. No obligation to sell shall be binding on Seller unless and until a written contract of sale or loan sale agreement is signed and delivered by Seller. Seller reserves the right to rescind any oral acceptance of a winning bid prior to the execution and delivery of an executed contract of sale or loan sale agreement for any reason.

7. DISCLAIMER

Neither Seller nor Auctioneer makes any representations or warranties as to the accuracy or completeness of any information contained online at the Auction website or made available by the Seller or Auctioneer. All prospective purchasers are required and encouraged to conduct their own due diligence and investigate all matters relating to the Notes that they are interested in purchasing in the Auction. Online bidding is provided on an "as is, as available" basis. No warranties, expressed or implied, including, but not limited to, those of merchantability or fitness for a particular purpose, are made with respect to the online bidding platform or any information or software therein.

Neither Seller nor Auctioneer will be liable for any damages or injury, including, but not limited to, those caused by any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, or line failure. Neither Seller nor Auctioneer will be liable for any damages or injury, including, but not limited to, special or consequential damages that result from the use of, or the inability to use, the website, the materials on the website, or the online bidding platform even if there is negligence or Auctioneer or an authorized Auctioneer representative has been advised of the possibility of such damages, or both. The above limitation or exclusion may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages. Seller's, or Auctioneer's total liability to you for all losses, damages, and causes of action (in contract, tort (including without limitation, negligence), or otherwise) will not be greater than the amount you paid to access this site.

"AS IS, WHERE IS AND WITH ALL FAULTS". ALL OF THE NOTES WILL BE SOLD BY SELLER AND AUCTIONEER "AS IS, WHERE IS AND WITH ALL FAULTS" AS MORE PARTICULARLY DESCRIBED IN THE LOAN SALE AGREEMENT. ALL PROSPECTIVE PURCHASERS/BIDDERS ACKNOWLEDGE AND AGREE THAT SELLERS AND AUCTIONEER HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, CONCERNING OR WITH RESPECT TO THE NOTES. EACH PROSPECTIVE PURCHASER/BIDDER AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASES SELLERS AND AUCTIONEER, THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, TRUST MANAGERS, REPRESENTATIVES, ATTORNEYS, BROKERS AND AGENTS ("REPRESENTATIVES") FROM ANY AND ALL CLAIMS THAT HE/SHE/IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLERS, AUCTIONEER AND THEIR REPRESENTATIVE FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATING TO ANY ERRORS, OMISSIONS OR OTHER CONDITIONS AFFECTING THE NOTES. THIS RELEASE INCLUDES CLAIMS OF WHICH PROSPECTIVE PURCHASER/BIDDER IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN HIS/HER/ITS FAVOR WHICH, IF KNOWN BY PROSPECTIVE PURCHASER/BIDDER, WOULD MATERIALLY AFFECT



RESERVE AUCTION TERMS AND CONDITIONS – POOL NOTES

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PROSPECTIVE PURCHASER'S/BIDDER'S RELEASE OF SELLERS AND AUCTIONEER. EACH PROSPECTIVE PURCHASER/BIDDER SPECIFICALLY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, AND OTHER APPLICABLE STATE STATUTES WHICH PROVIDE AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By registering for the Auction, Bidder agrees to these Terms and Conditions, as may be updated from time to time prior to the Auction. Such form of acceptance by Bidder is binding and Bidder acknowledges it shall be binding and enforceable pursuant to the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and applicable state laws.

01232013 POOL

Name & Address:
 Mark D. Lonergan
 Severson & Werson
 One Embarcadero Center, Suite 2600
 San Francisco, CA 94111

**UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA**

NATIONSTAR MORTGAGE, LLC, a limited liability company,

PLAINTIFF(S)

v.

TRUMAN CAPITAL ADVISORS, LP, a limited partnership

DEFENDANT(S).

CASE NUMBER

SACV13 - 01114 RNB

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached complaint amended complaint counterclaim cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, MARK D. LONERGAN, whose address is Severson & Werson, One Embarcadero Center, Suite 2600, San Francisco, CA 94111. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: July 25, 2013

Clerk, U.S. District Court

Dodje Lagman
DODJE LAGMAN

By: _____ Deputy Clerk



(*Seal of the Court*)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3).]

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) NATIONSTAR MORTGAGE, LLC		DEFENDANTS (Check box if you are representing yourself <input type="checkbox"/>) TRUMAN CAPITAL, LP, a limited partnership			
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Mark D. Lonergan Severson & Werson One Embarcadero Center, Suite 2600 San Francisco, CA 94111		(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)			
II. BASIS OF JURISDICTION (Place an X in one box only.)		III. CITIZENSHIP OF PRINCIPAL PARTIES -For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant)			
<input type="checkbox"/> 1. U.S. Government Plaintiff	<input type="checkbox"/> 3. Federal Question (U.S. Government Not a Party)	Citizen of This State <input type="checkbox"/> 1 <input type="checkbox"/> 1 Incorporated or Principal Place of Business in this State <input type="checkbox"/> 4 <input type="checkbox"/> 4			
<input type="checkbox"/> 2. U.S. Government Defendant	<input checked="" type="checkbox"/> 4. Diversity (Indicate Citizenship of Parties in Item III)	Citizen of Another State <input type="checkbox"/> 2 <input type="checkbox"/> 2 Incorporated and Principal Place of Business in Another State <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 5			
		Citizen or Subject of a Foreign Country <input type="checkbox"/> 3 <input type="checkbox"/> 3 Foreign Nation <input type="checkbox"/> 6 <input type="checkbox"/> 6			
IV. ORIGIN (Place an X in one box only.)		5. Transferred from Another District (Specify) <input type="checkbox"/>			
<input checked="" type="checkbox"/> 1. Original Proceeding	<input type="checkbox"/> 2. Removed from State Court	6. Multi-District Litigation <input type="checkbox"/>			
3. Remanded from Appellate Court		4. Reinstated or Reopened <input type="checkbox"/>			
V. REQUESTED IN COMPLAINT: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check "Yes" only if demanded in complaint.)					
CLASS ACTION under F.R.Cv.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MONEY DEMANDED IN COMPLAINT: \$ _____					
VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 U.S.C. sections 2201, 2202					
VII. NATURE OF SUIT (Place an X in one box only).					
OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 530 General	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	<input type="checkbox"/> 370 Other Fraud	SOCIAL SECURITY	
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 861 HIA (1395ff)	
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 862 Black Lung (923)	
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))	
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	BANKRUPTCY	<input type="checkbox"/> 864 SSID Title XVI	
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 865 RSI (405 (g))	
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FEDERAL TAX SUITS	
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609	
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 442 Employment		
<input type="checkbox"/> 895 Freedom of Info. Act	LAND	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 443 Housing/ Accomodations		
<input type="checkbox"/> 896 Arbitration	CONDAMNATION	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 445 American with Disabilities-Employment		
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	FORECLOSURE	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other		
<input type="checkbox"/> 950 Constitutionality of State Statutes	RENT LEASE & EJECTMENT	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 448 Education		
		<input type="checkbox"/> 372 Asbestos			
		<input type="checkbox"/> 373 Personal Injury Product Liability			

FOR OFFICE USE ONLY: Case Number: **SACV13-01114 RNB**

AFTER COMPLETING PAGE 1 OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED ON PAGE 2.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? NO YES

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? NO YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

(Check all boxes that apply)

- A. Arise from the same or closely related transactions, happenings, or events; or
- B. Call for determination of the same or substantially related or similar questions of law and fact; or
- C. For other reasons would entail substantial duplication of labor if heard by different Judges; or
- D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
	Delaware and Texas

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
	New York

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
NOTE: In land condemnation cases, use the location of the tract of land involved.

County in this District: [*]	California County outside of this District; State, if other than California; or Foreign Country
	Orange County

*Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR SELF-REPRESENTED LITIGANT): *[Signature]*

DATE: July 25, 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))